

General Provisions Applicable to United States Government Agencies

This permit/franchise is subject to the applicable provision of Chapter 468-34 of the Washington Administrative Code, except that any provision in this permit/franchise not consistent with Chapter 468-34 WAC shall be controlling.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the state highway in such a manner as to interfere with the safe use of said road.

If the work done under this permit interferes in any way with the drainage of the state highway, the Grantee/Utility shall wholly and at its own expense, make such provision as the Department may direct to take care of said drainage.

On completion of said work herein contemplated, the right of way shall be left neat and presentable and satisfactory to the Department.

All of the work herein contemplated shall be done to the satisfaction of the Department.

The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit/franchise at any time, said change or removal to be made at the sole expense of the Grantee/Utility or their successors and assigns.

Any changes, reconstruction or relocation by the Grantee/Utility shall be done in such manner as will cause the least interference with any of the State's work and the State of Washington shall in no wise be held liable for any damage to the Grantee/Utility by reason of any such work by the State of Washington, its agents or representatives, or by the exercise of any rights by the State upon roads, streets, public places or structures.

This permit/franchise of privilege shall be exclusive as to the crossing right but shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private utilities paralleling the highway, provided such other public or private utilities shall be required to safeguard their installations from hazards to or from Grantee's/Utility's facilities, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect Grantee's/Utility's right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Department may for violation for any of the terms revoke, amend or cancel this permit/franchise or any of the provisions hereof after 60 days written notice to the Grantee/Utility. The Grantee/Utility shall then remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after cancellation of this permit/franchise shall be removed by the Department at the expense of the Grantee/Utility.

The Grantee/Utility shall maintain at its sole expense the structure or object for which this permit/franchise is granted in a condition satisfactory to the Department.

The Grantee/Utility shall be responsible for any loss or damage to property or injury to persons resulting from any acts or omissions in accordance with the provisions of the Federal Tort Claims Act 62 Stat. 982, as amended.

All installations placed upon the right of way by the Grantee/Utility shall be and remain the property of the Grantee/Utility and may be removed any time by the Grantee/Utility upon prior notification to the Department.

During the progress of work such barriers shall be erected and maintained as may be directed by the Department for the protection of the traveling public. The barriers shall be properly lighted at night.

All expenditures to be made by the Grantee/Utility under the provisions of this permit/franchise shall be subject to appropriations being available for the purpose.

On or before the termination of this permit/franchise, the Grantee/Utility will remove all installations and appurtenances from the premises of the Department and restore said premises to the conditions existing at the time of entering upon the same under this permit/franchise, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Grantee/Utility has no control excepted.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this permit/franchise or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.